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DEPT. OF TRANSPORTATION  
DOCKETS

TO: USDOT DOCKET FACILITY  
ATTN: DOCKET NO. FMCSA-97-2979 - 64

2003 JUN 11 P 12: 03

FROM: STACI HAAG  
529 SHERIDAN STREET, NW  
WASHINGTON, DC 20011  
(202) 882-6324

This is in response to the request for public comment regarding the above rule. Any regulations/rules/laws enacted that make moving companies more accountable is something I strongly support.

I have attached my personal experience with a moving company for your reference.

To whom it may concern:

I needed to move from California to Washington DC and would be staying with a friend for several months, so I hired All American Moving and Storage to pick up my furniture and store it until I was ready. On the day of the pick-up, the movers showed up 5 hours late, throwing me off schedule completely, however they "just happened to have an extra guy with them" it would cost more but the loading would be completed more quickly. That should have been a huge warning sign. At the end of January I signed a contract on house, and called the moving company to schedule the move of my property from California to Washington, DC, following is what happened.

February 3<sup>rd</sup> or 4<sup>th</sup>

I spoke with Paula in the California office and informed her that I was ready to have my stuff delivered and that I would like it on February 27<sup>th</sup>. She told me that I could have a 3-day window at that time and the specific date would be give to me later, but the 27<sup>th</sup> would be in that window. She also told me she would not schedule the move until I overnighted her a money order for \$170 to cover the final part of my move. The original quote I had been given for storage was \$130/month and they later charged me \$160/month but they had my property so I felt I had to pay.

February 6<sup>th</sup>

I e-mailed Paula with the tracking number of the Fedex and asked for confirmation of a dollar amount and confirmed my address and move date of the 27<sup>th</sup>.

February 13<sup>th</sup>

With no response from Paula I send her a second e-mail once again verifying the date of the move and my address.

February 14<sup>th</sup>

Since I still had not heard from Paula, I called the California office and spoke with Lee, after initially being unable to locate my order, she informed me it had left California on the 13<sup>th</sup> and should arrive on schedule on the 27<sup>th</sup>, and that someone from the New York office should be getting in touch with me about one week prior to my move to give me more exact information.

February 17, 18 or 19

I called the New York office and spoke with Fiona, she told me my stuff was scheduled to be in Florida that weekend, and then would be coming up to me, and I should call back Friday for more information.

February 21<sup>st</sup>

I spoke with Fiona, she told me my property was in Florida and I should call back Monday to find out when it would arrive in Washington.

February 24<sup>th</sup>

I spoke with Sam, who lectured me on why the California office shouldn't have given me a date. He then told me that he was unable to tell me when my property would arrive in Washington but it was still a good possibility it would be there on Thursday.

February 25<sup>th</sup>

I spoke with Fiona who told me to call back Wednesday, the truck had broken down but could be fixed and to call back tomorrow, she would have more information for me.

February 26<sup>th</sup>

I spoke with Fiona who informed me the truck had never made it to Florida, it had broken down before even arriving there and my property was delayed and to call back the following week. (In other words at least three of the last phone calls they knew my property was not going to arrive and lied to me)

March 3<sup>rd</sup>, morning

I spoke with Fiona who informed me she was waiting to hear back from the driver and would call me back in a couple hours, but that day.

approximately 4:45 p.m.

I once again called Fiona who told me my shipment had been delayed and that a manager needed to speak with me, and that he would call me within the hour.

6:00 p.m.

I called the dispatch office, having not heard from a manager and was told they were just an answering service; I called the main number and was told that person was with dispatch.

March 4<sup>th</sup>, 9:30 a.m.

Still not having heard from a manager, I called the moving company again. Fiona asked if a manager had called me last night and when I told her no, she told me one would call in ½ hour.

10:30 a.m.

Having not had a call returned, I called and asked to hold until a manager could pick up. He informed me the truck was in Florida, had been broken down since Tuesday and would not be reaching me until the end of the week. I told him that I did not want to hear from someone unless they were calling to tell me when my property would arrive and how much they were going to knock off the price. He told me he personally would call me the following day with the information on when my property would arrive.

March 5<sup>th</sup>, 2:30 p.m.

Having not heard from the moving company I called and was told by Fiona that Sam was dealing with my move now and he was out at a meeting and would call me back.

4:00 p.m.

When my call was not returned, I called back and spoke with Sam, he told me that he could guarantee my property would arrive between Friday and Monday. He also told me he never told me yesterday that he would call me on Wednesday (not true). He said the driver would call me 24 hours before arriving. I e-mailed the company requesting an updated bill of lading, as required by the Department of Transportation, showing the updated delivery date. I also called the California office and requested that Lee fax me an updated bill of lading showing the new delivery dates. She promised it would arrive within ½ hour.

March 6<sup>th</sup>,

Lee had my fax number written down a my phone number and re-faxed the letter, it had dates of March 14- March 17<sup>th</sup> but she assured me my stuff would be arriving the 7,8 or 9<sup>th</sup>, and to just change the dates on the letter. I called in the afternoon to get an amount of cash I had to have ready for the driver. I called at 4:03 and was put on hold for 10 minutes. I was told \$1,858 was the total to have ready for the driver. I once again confirmed that they had my work and cell phone numbers correct. When I asked about a reduction in price for what I'd been put through, I was told that doesn't happen with consolidated shipments. I called Leah in California (who has been the only decent person I've spoken to with the entire company) and she agreed to give me \$210 off (\$30/day for 7 days).

March 8<sup>th</sup>

Since I had been promised my property would be here no later than Sunday (see notes from March 5<sup>th</sup>) I called to find out why I had not been contacted by the driver. I was then told my property would not be arriving until at least Tuesday, possibly Wednesday. I had a friend who is a police officer call and he was told the shipment was still in Miami (completely inconsistent with what they'd told me earlier) and would be up here definitely by Tuesday or Wednesday. He was also told that under law a consolidated shipment had thirty days to reach me. If that is true, we agreed on the date on February 7<sup>th</sup>, the day the California office signed for the Fedex with the final payment for the storage facilities, and they are still past the 30 days.

March 10<sup>th</sup>.

I called around 3:30 and they asked me to call back in about 20 minutes and ask for Fiona. I called back around 4:00 and they told she should be back shortly, call back in about 20 minutes. I called back around 4:30 and was put on hold until 4:41 and was told that the driver would be calling me in the next two minutes. I spoke with the driver and he told me he would be in DC late Wednesday night and at my house Thursday morning.

March 13<sup>th</sup>

When the drive showed up, he told me my total was \$2,370. I asked him to call Sam since I had been told \$1,858 by Fiona last Friday and told by Lee that \$210 would be knocked off the price of my move. Sam first asked me if a check for \$457 to them had bounced, I said it had not and I would fax him the cancelled check if he needed it to, he then mentioned storage fees, I told him those had also been paid in full, in fact Paula would not schedule my move until I overnighted her a cashier's check for the amount of storage. He then said the driver had the forms which detailed why the amount was \$2,370. I asked the driver to show me, there was a bill of lading with the amount \$2,200 written on one line – WITH NO ITEMIZATION – and a \$170 storage fee on another line. I paid the drive \$2,200 because at that point I just wanted my property and did not want to be held up any more.

#### **Additional Notes:**

I have never been contacted by the company; every single call has been initiated by me (except two calls to my cell from the driver, the night before my move and the morning of the move), usually calling at the end of a business day, after not receiving a call that had been promised.

I never received an updated bill of lading once my move was scheduled – as required by law. Following is the relevant information from the Department of Transportation website:

"Once an agreement is reached, the mover is required to enter those dates on the order for service and the bill of lading.

Once your goods are loaded, the mover is contractually bound to provide the service described in the bill of lading. The only defense for not providing the service on the dates called for is the "defense of force majeure." This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to in the bill of lading, the mover is not responsible for damages resulting from the nonperformance.

If, after an order for service is prepared, the mover is unable to make pickup or delivery on the agreed dates, the mover is required to notify you by telephone, telegram or in person. The mover must at that time tell you when your shipment can be picked up or delivered. If for any reason you are unable or unwilling to accept pickup or delivery on the dates named by the mover, you should attempt to reach agreement on an alternate date. "

1. In spite of multiple requests, I never received an updated bill of lading.
2. I was not notified about the delay, in fact it was not until the day before my shipment was due to arrive that I was told for sure it would not be arriving. If the truck had broken down before reaching Florida (when it had yet to stop in Miami, Tampa and North Carolina), and only two days before my delivery date it should have been clear much earlier that my shipment would not arrive on time.

Company Information

All American Moving and Storage  
New York Number: 800-987-6683  
California Number: 800-635-0945

License # DOT 32832

If you have any questions, please call me at 202-882-6324. Thank you for taking the time to look over this information.

Sincerely,

Staci Haag